

## Chase HSA New Client Setup Package

When completing the HSA Client Setup Package, please remember the following steps:

1. To reduce errors in setup, complete the form on your PC (all fields are required unless specified).
2. Once you print the form, sign and date it.
3. All pages (10 total) will need to be faxed to 866.399.7779.
4. If submitted on a business day, you will receive an acknowledgment e-mail from Chase. in 2-3 hours confirming the receipt of this document.
5. In 8-10 business days, you will receive an e-mail from [onlineportalservices@efundscenter.com](mailto:onlineportalservices@efundscenter.com) providing access to the secure Employer HSA website for enrollment, funding and other key HSA program information.

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### E-mail Requirements:

You will need to be able to receive multiple e-mails from the Chase HSA team to set up and communicate information on your HSA program. These e-mails are sent in a zipped and encrypted (128-bit) format.

Your e-mail system must be able to receive this type of file. Please note that you should also add the following e-mails/domains to your "safe list" so HSA communications are not rejected/discarded as spam:

- [hsa.dte@jpmchase.com](mailto:hsa.dte@jpmchase.com)
- [jpmcbillingsupport@jpmc.com](mailto:jpmcbillingsupport@jpmc.com)
- [onlineportalservices@efundscenter.com](mailto:onlineportalservices@efundscenter.com)

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### Software Requirements:

When working with Chase for your HSA Program, please be advised of the following technical considerations:

1. WinZip Requirements - The ability to create encrypted files using WinZip Version 9.0 or higher is required to securely send and receive sensitive program information. Please note: We are unable to support any data compression tools other than WinZip. A free trial version of WinZip can be downloaded at [www.winzip.com](http://www.winzip.com).
  - **Excel Funding:** Clients who will upload funding instructions to Chase via Excel are required to use WinZip to encrypt this information due its sensitive nature.
2. Website Browser - The HSA website runs best with Internet Explorer version 5.5 or higher.

# Chase HSA New Client Setup Package

Please complete the form on your computer and print/sign when complete. All fields required unless otherwise noted.  
Please fax all **10 pages**, including the HSA Services Agreement to: 866.399.7779.

## Section 1: Company Information

Full Company Legal Name				Federal Tax ID (9 digits only)	
Legal Address (No P.O. Boxes)				Employees with Health Insurance	
Floor/Mail Station		City		Estimated HSAs	
State		Zip Code		Are you a current J.P.Morgan Chase client?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Corporate Phone				Do you have an existing HSA relationship with J.P.Morgan Chase?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Section 2: Standard Fees *(Select the appropriate option)*

**Monthly Maintenance Fee: \$3.50 per account per month.**  
**Paper Application Fee: \$20 per application (no fee for online enrollment).**

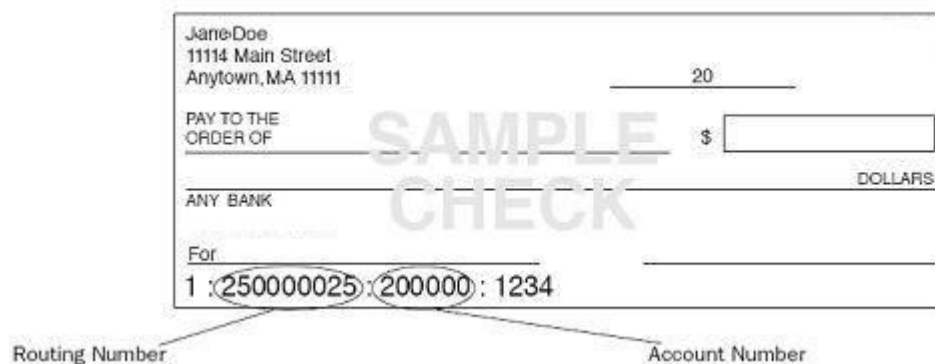
**Fees Paid By:**

<input type="checkbox"/> <b>Employer:</b> Please complete section 3	<input type="checkbox"/> <b>Account Analysis</b> (Banker must complete Section 6 and 7A)
<input type="checkbox"/> <b>Employee:</b> Fees debited from HSA (Skip section 3)	<input type="checkbox"/> <b>Cost Center Billing</b> (Banker must complete Section 6 and 7B)

## Section 3: Bank Account Information *(Required if Employer is paying monthly fees):*

If Section 2 of this document indicates that the Employer will pay the monthly fees, it will be debited automatically from the account designated below.

- Chase will send a debit advice via mail on or about the 10th of the month to the primary contact.
- Chase will debit the account provided to us on or about the 25th of each month.
- Employer-paid fees will be debited via an Automated Clearing House (ACH) transaction.
- The ACH Company ID that will appear on the transaction is **9522467002**.
- Please note: Many business accounts include the ability to block ACH debits. Please ensure the debit from the above company ID is not blocked.



Routing Number (9 - digits)	
Account Number	

## Section 4: Employer Contacts and Permissions

**Primary Contact (Required):** The primary contact has overall responsibility for the HSA program.

Name (First, Last)				
Title			Last 4 of SSN	
Work Address			City	State Zip Code
E-mail Address			Daytime Phone	Fax

**Program Administrator 1:** Will be setup as an HSA Online Portal Services user, and has authority to facilitate enrollment and funding changes for the HSA program. Leave blank if Primary Contact should be assigned.

Name (First, Last)				
Title			Last 4 of SSN	
Work Address			City	State Zip Code
E-mail Address			Daytime Phone	Fax

**Program Administrator 2:** Will be setup as an HSA Online Portal Services user, and has authority to facilitate enrollment and funding changes for the HSA program. Leave blank if Primary Contact should be assigned.

Name (First, Last)				
Title			Last 4 of SSN	
Work Address			City	State Zip Code
E-mail Address			Daytime Phone	Fax

## Section 5: Client Agreement & Signature

The individual signing below: (1)represents and warrants that he/she has the authority to submit this J.P. Morgan HSA New Client Profile Setup Form on behalf of the employer named herein, and that all of the information contained herein is true, complete and accurate, (2)certifies that employer has received the HSA Services Agreement ("Agreement") and hereby agrees to be bound by the terms and conditions of the Agreement, (3)acknowledges and agrees that J.P. Morgan may conduct verifications concerning employer as required by law or as it otherwise deems appropriate in connection with employer's request for services hereunder, (4)certifies that the individuals named in Section 4 are authorized to act on behalf of the employer and acknowledges and agrees that J.P. Morgan is entitled to rely upon this delegation until Bank receives written notice of any change thereto or its revocation, and (5)authorizes J.P.Morgan to debit the employer account listed above in Section 3, if the Employer is paying fees listed in Section 2, and other charges owed by employer to J.P.Morgan.

Employer/Company Legal Name			
Print Name		Print Title	
Signature X			Date

### Attestation

The person signing this Attestation must be someone different from the person signing the above authorization agreement on behalf of the named employer. The undersigned, a duly authorized officer or representative of the named employer, does hereby certify that the signature(s) appearing above is the true signature of a person authorized to execute this J.P. Morgan HSA New Client Profile Setup Form on behalf of the named employer.

Employer/Company Legal Name			
Print Name		Print Title	
Signature X			Date

THIS SECTION TO BE COMPLETED BY J.P. MORGAN

## Section 6: Banker/Billing Information

Banker Name			
E-mail			
Phone			
CAS ID	KYC Date		

## Section 7: Billing Options

<b>A. Account Analysis Billing</b>			
Bank Code		Account #	
<b>B. Cost Center Billing</b>			
Bank Code		Ledger Account #	Cost Center #

## HSA Services Agreement

The entity named on the J.P. Morgan HSA New Client Profile Setup Form ("Employer") has asked JPMorgan Chase Bank, National Association ("Bank") to provide administrative services ("Services") for Health Savings Account ("HSA") arrangements, as described in this HSA Services Agreement ("Agreement"). In consideration of the mutual promises contained in this Agreement, Employer and Bank agree as follows:

### ARTICLE I. INTRODUCTION

#### 1.1 Effective Date and Term

The effective date of this Agreement shall be the date set by Bank ("Effective Date"), and this Agreement will continue until such time as this Agreement is terminated as set forth herein.

#### 1.2 Scope of Undertaking-Generally

Employer understands that Bank is and will remain an independent contractor and will not be deemed an employee of Employer, a partner or engaged in a joint venture with Employer, or governed by any legal relationship other than that of independent contractor. Bank's only obligation under this Agreement is to the Employer and nothing under this Agreement shall be deemed to confer any responsibility on Bank to any person or any employee of Employer who is enrolled in an HSA ("HSA Account Holder"). Employer acknowledges that Bank is not an accounting or law firm and no services provided by Bank will be construed as tax or legal advice.

### ARTICLE II. EMPLOYER RESPONSIBILITIES

#### 2.1 Employer's Responsibilities

Employer will be responsible for the items described in this Article II and any additional items described in the "Service Appendix" attached hereto.

#### 2.2 Payments to Bank

In consideration for the Services provided by Bank, Employer agrees to pay to Bank the applicable Service Charges in accordance with Article IV of this Agreement.

#### 2.3 Information to Bank

Employer will furnish the information determined by Bank to be necessary to satisfy its responsibilities under this Agreement. Such information will be provided to Bank in the format, time and in the method required by Bank. Bank shall assume that all such information provided to Bank by Employer or a designee of Employer (e.g., another third party administrator) is complete and accurate and Bank is under no duty to question the completeness or accuracy of such information. Employer understands that Bank cannot perform its duties under this Agreement without complete, accurate and timely information and that Bank shall have no liability as a consequence of incomplete, inaccurate and/or untimely information provided to Bank by Employer, an employee of Employer, an HSA Account Holder or a third party who has provided information to Bank at Employer's request (e.g., a prior or existing service provider). Employer understands that additional fees may be required if Bank is required to take corrective action as a result of such incomplete, inaccurate or untimely information. Employer shall make its books, records, facilities, systems and personnel relating to its obligations and performance under this Agreement available for review and audit when required by applicable laws or by State or Federal bank or other regulatory authorities with jurisdiction over Bank.

#### 2.4 Indemnification by Employer

Employer shall defend, indemnify and hold Bank and all of its direct and indirect officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "Losses") due to, arising from or relating to third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to its negligent or intentional acts or omissions. The terms of this Section 2.4 do not apply to the extent of any Losses attributable to Bank's material breach of its obligations under this Agreement, gross negligence or willful misconduct.

#### 2.5 Consent of Covered Individuals and HSA Account Holders

Except as otherwise set forth in this Agreement, Employer is solely responsible for obtaining from its employees and HSA Account Holders all authorizations or consents required by applicable law that are necessary to perform the Services. Employer understands and acknowledges that Bank is under no obligation to obtain any authorizations or consents or to verify or confirm that Employer has obtained the appropriate authorizations or consents.

### ARTICLE III. BANK'S RESPONSIBILITIES

#### 3.1 General

Bank shall make available to Employer the Services described in the Services Appendix attached hereto.

#### 3.2 Recordkeeping

Bank will maintain usual and customary records in Bank's possession that relate to the Services. Nothing in this Agreement relieves Employer of any duty imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices.

#### 3.3 Care and Diligence

Bank shall perform the Services exercising reasonable care and diligence and in a manner that other similarly-situated prudent service providers in the same industry performing the same services would exercise. Bank will not be liable to Employer for actions taken in good faith. Bank shall not be considered in breach of this Agreement if Bank refuses to perform services generally required under this Agreement if the manner in which Employer desires such Services to be performed requires changes to Bank's existing standard operating procedures or is not in accordance with applicable law.

#### 3.4 Non-Discretionary Duties; Additional Duties

Bank and Employer may agree to additional duties by amending this Agreement in accordance with Section 6.3.

#### 3.5 Third Party Vendors

Nothing express or implied in this Agreement prohibits Bank from performing the Services itself, through an affiliate or by contracting with a third party contractor to assist Bank in the performance of the Services hereunder including, without limitation, an affiliate or third party contractor located outside of the United States of America. Bank may add or change subcontractors at any time without notice to Employer.

### 3.6 Customer Service and Electronic Administrative Services

Bank may provide certain electronic administrative services. Bank shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to the causes described in Section 6.11 of this Agreement.

### 3.7 Electronic Payment Cards

Bank may issue to HSA Account Holders a debit card(s) ("Card") as set forth in the applicable Service Appendices. Cards will be subject to an agreement between Bank and the HSA Account Holder, Bank's applicable consumer privacy policy(ies) and other Card-related materials, including instructions for Card activation. All Cards shall identify Bank as the issuer and shall include such other names, logos, service marks and trademarks as Bank may in its sole discretion require.

### 3.8 Service Documentation

Bank or a third party contractor may provide to Employer certain documentation (written or electronic) related to the Services ("Service Documentation"). All Service Documentation is copyrighted property of Bank or its third party contractors. Employer shall not reproduce, modify, edit or otherwise change the Service Documentation without the prior written consent of Bank unless the foregoing rights are provided for within the applicable Service Documentation. Any Service Documentation provided to Employer in electronic format shall be accompanied by a non-exclusive license solely to reproduce such materials in electronic or paper form; provided, however, that such reproductions shall not be modified, edited, or otherwise changed in any manner without Bank's prior written consent.

### 3.9 Call Center

Bank will make available to Employer and HSA Account Holders a telephone-based support system (live or Interactive Voice Response (IVR)) in accordance with the applicable Service Documentation.

### 3.10 Bank Liability

(a) Bank's liability to Employer shall be solely for direct actual damages incurred by Employer as a direct result of Bank's breach of its standard of care in providing any Service as set forth in this Agreement. Bank is not liable for any indirect, consequential, exemplary, punitive or special damage, loss, cost or expense of any type or nature including, without limitation, loss of business, profits, goodwill, anticipated savings or the loss or corruption of data, regardless of the form of the action or theory of recovery, and even if Bank has been advised of the possibility of any of the foregoing. Bank will not be liable for any action or non-action taken or not taken as the case may be in connection with Employer's instructions (whether written, oral or otherwise).

**(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MAXIMUM TOTAL LIABILITY OF BANK SHALL BE LIMITED TO THE AMOUNT PAID FOR SERVICES (AS DEFINED UNDER THIS AGREEMENT) DURING THE 12 MONTH PERIOD PRECEDING THE DATE THAT BANK IS NOTIFIED OF A DEFECTIVE SERVICE.**

## ARTICLE IV. COMPENSATION

### 4.1 Service Charges

The applicable fees relating to the HSAs and charges for the Services performed by Bank in accordance with this Agreement are described in the Service Appendix attached hereto ("Service Charges"). Bank may revise the Service Charges at any time and for any reason. Such revised Service Charges will be effective no earlier than 30 days after written notice of such revisions is provided to Employer. Service Charges shall be assessed for any month during which Services are performed. Interest and penalties may be imposed on overdue Services Charges in accordance with Section 4.2 herein.

### 4.2 Payment of Charges

All Service Charges are due on the first day of each month that this Agreement is in effect; however, there will be a 30 day grace period after which penalties and interest may begin to accrue with respect to any unpaid Service Charges. Bank shall be entitled to retain amounts in any Employer account established by Employer in connection with this Agreement for outstanding Service Charges.

### 4.3 Third Party Compensation

Employer understands and agrees that Bank receives compensation from third parties related to certain Services that it may provide hereunder. Such compensation may include, by way of example but not limitation, interchange revenue related to the use of Cards; and payments from mutual fund investment options made available to HSA Account Holders. Although these amounts are not paid directly by Employer, this compensation is in addition to other payments Employer makes to Bank for the Services.

### 4.4 Use of Deposited Funds

Bank may use funds in any deposit account established with Bank pursuant to this Agreement in the same manner that Bank uses funds in any other deposit account established by Bank other than pursuant to this Agreement.

## ARTICLE V. REPRESENTATIONS AND WARRANTIES

### 5.1 Representations and Warranties

Employer represents and warrants that: (a) it has all requisite legal and corporate power to execute and deliver this Agreement and other necessary documentation, (b) it has taken all corporate action necessary for the authorization, execution and delivery of this Agreement and other necessary documentation, (c) it has no agreement or understanding with any third party that interferes with or will interfere with its performance under this Agreement, (d) it has obtained and will maintain all rights, approvals and consents necessary to perform its obligations under this Agreement and other necessary documentation, (e) its performance of its obligations under this Agreement will not violate any law, rule, regulation, judgment, decree or order applicable to Employer, and (f) it has taken all action required to make this Agreement a legal, valid and binding obligation of Employer, enforceable in accordance with its terms.

### 5.2 Disclaimer

**EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, STATUTORY OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

## ARTICLE VI. GENERAL PROVISIONS

### 6.1 Counterparts; Entire Agreement; Severability; Headings

(a) This Agreement may be executed in two or more counterparts (including by facsimile), each of which will be considered an original but all of which together will constitute one agreement. (b) This Agreement (including the Service Appendix and any other documents specifically incorporated into and made a part of this Agreement) embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof (whether oral, written or otherwise and including requests for proposal and sales-related materials). No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. (c) If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved. (d) The headings of Articles, Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**6.2 Compliance; Non-Waiver**

Failure by Employer or Bank to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 6.3.

**6.3 Assignment; Amendment**

Employer may assign any rights and duties or delegate any obligations under this Agreement with the prior written consent of Bank. This Agreement will be binding upon each party's respective successors and permitted assigns. This Agreement may be amended only by written agreement of duly authorized officers of each party except as otherwise set forth herein. Notwithstanding the foregoing, Bank may revise this Agreement without prior notice to comply with legal or regulatory requirements.

**6.4 Non-Disclosure of Proprietary Information**

Employer and Bank each acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other information that is proprietary or confidential of such party. Employer and Bank agree that each party will: (a) keep such proprietary or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). The receiving party will use the same care and discretion to avoid disclosure, publication or dissemination of any confidential information received from the disclosing party as it uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). For purposes of this Agreement, confidential information is any information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood to be, confidential and/or proprietary (or words of similar import) including, but not limited to, the parties' respective businesses or finances. Confidential information includes the terms of this Agreement. The obligations set forth in this Section 6.4 do not apply to any information that the receiving party can demonstrate: (i) the receiving party possessed prior to disclosure by the disclosing party, without an obligation of confidentiality; (ii) is or becomes publicly available without breach of this Agreement by or fault or negligence of the receiving party; (iii) is or was independently developed by the receiving party without the use of any confidential information of the disclosing party; (iv) is or was received by the receiving party from a third party that does not have an obligation of confidentiality to the disclosing party; or (v) was approved for disclosure through a writing signed by the disclosing party prior to such disclosure. It shall not be considered a breach of this Agreement if Bank discloses any information obtained in the course of performing its duties under this Agreement as required by applicable law. The terms and conditions of this Section 6.4 shall survive the termination of this Agreement.

**6.5 Disclosure of Individually Identifiable Information**

(a) With respect to the Services, Employer understands and acknowledges that Bank is not a "covered entity", "business associate" or "plan sponsor" as those terms are defined by the privacy, security and administrative simplification rules set forth in the Health Insurance Portability and Accountability Act of 1996, and the regulations set forth in 45 C.F.R. 160, 162 and 164, as amended from time to time, "HIPAA"), and Bank expressly disclaims responsibility for duties imposed on covered entities and plan sponsors under HIPAA.

(b) In connection with providing the Services, Bank may use or disclose Personal Information. "Personal Information" means all individually identifiable information relating to employees of Employer and HSA Account Holders other than Protected Health Information (as defined by HIPAA). Bank will only use and/or disclose such Personal Information as is necessary to perform the Services. This may include the disclosure of Personal Information to any affiliates, officers, agents or third party contractors. Bank may contract with third party contractors and others to provide data transmission, storage services or other services to Bank. In any such case, Bank will require that such parties treat Personal Information solely in accordance with Bank's instructions.

**6.6 Notices and Communications**

All notices between Employer and Bank provided for herein shall be sent by confirmed facsimile; by guaranteed overnight mail/courier, with tracing capability hand-delivered or by first class United States mail, with postage prepaid (return receipt requested). All notices shall be deemed given only when sent as set forth above to the party to whom the notice is directed, at its address indicated below, except as otherwise set forth in this Agreement. A party may change its address for notices by sending a change of address notice using this notice procedure.

*If to Bank:*

JPMorgan Chase Bank, N.A  
Attention: Contracts Manager  
Mail code IL1-0199  
420 W. Van Buren St., 9th Floor  
Chicago, IL 60606-3534

*If to Employer:*

To the Address set forth on the HSA New Client Profile Setup Form.



## 6.7 Termination of Agreement

(a) Either Party may terminate this Agreement by providing the other Party with no less than ninety (90) days prior written notice. Such notice to be effective on the date specified in such notice.

(b) Bank may terminate this Agreement or any or all Services, in whole or in part, if Employer materially breaches the terms of this Agreement and does not cure that material breach within the timeframe specified by Bank in its notice of breach (if any).

(c) Employer may terminate this Agreement if Bank materially breaches its obligations hereunder and does not cure that material breach within thirty (30) days after receipt of Employer's notice.

(d) Bank may terminate this Agreement or any or all Services, in whole or in part, for cause as of the date specified in a termination notice if Employer:

- (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution or administration, (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations, or (vii) recklessly or intentionally makes any material misstatement as to its financial condition.

(e) The rights and obligations of the parties which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall so survive including, without limitation, the following provisions: Sections 2.3, 2.4, 3.10, 5.1, 5.2, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7(e), 6.8, 6.9, and 6.10. Termination of this Agreement or any Service does not terminate or change Employer's payment obligations hereunder, nor does it release Bank or Employer from its respective obligations that arose before termination.

## 6.8 Interpretations

The parties hereto acknowledge and agree that both: (a) the rule of construction to the effect that any ambiguities are resolved against the drafting party; and (b) the terms and provisions of this Agreement, will be construed fairly as to both parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

## 6.9 Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the applicable laws of New York, without giving effect to the principles of that state relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in the state of New York, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New York, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States.

**BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.**

## 6.10 No Third Party Beneficiaries

No third party will be deemed to be an intended or unintended third party beneficiary of this Agreement and nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any other person or entity other than Employer, Bank and their respective successors and permitted assigns, any rights, remedies or obligations whatsoever. Bank is obligated under this Agreement only to the Employer, and nothing under this Agreement shall be deemed to confer any obligation on Bank to any employee of Employer or HSA Account holders.

## 6.11 Force Majeure

Bank shall not be liable for, and will be excused from, any failure or delay in performance under this Agreement (in whole or in part) to the extent said failures or delays are directly or proximately caused by circumstances beyond Bank's reasonable control including, without limitation, natural disaster, war, terrorism, riot, theft, civil disturbance, labor or union matters, terrorism, legal constraints, court orders or governmental actions/non-actions, the failure of suppliers or subcontractors to substantially meet performance obligations, inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, any change in or the adoption of any law, judgment or decree, or Employer's acts, omissions, negligence or fault.

# HSA Services Agreement

## Health Savings Account Services Appendix

This Health Savings Account Service Appendix describes the HSA related-Services that Bank will provide. This Service Appendix is incorporated into and made a part of the HSA Services Agreement ("Agreement") between Bank and Employer. Capitalized terms used herein but not otherwise defined herein are defined as set forth in the Agreement.

### I. Fees and Other Compensation

(a) Employer agrees to pay the applicable fees for such HSA Services, as set forth in Section 2 of the form (see page 1). Employees will be subject to the Schedule of Fees attached hereto as Exhibit A (as may be amended from time-to-time).

(b) As is the case with other debit cards issued by Bank, Bank will receive interchange fees from Card use by HSA Account Holders. Such fees may vary, but in all cases will be equal to or less than the highest possible fee for all card transactions.

(c) Affiliates of Bank may receive compensation relating to HSA Investments (defined below) including, but not limited to, sales loads or distribution or 12b-1, transfer agency, record keeping, custody, administration, investment management or other fees.

### II. Communications Regarding HSAs

(a) Employer shall use commercially reasonable efforts to offer the HSA Services provided by Bank directly to its eligible employees including, but not limited to, distributing HSA-related Service Documentation to eligible employees in accordance with Bank's instructions. Bank has sole discretion to determine the methods made available to eligible employees to apply for an HSA with Bank. (b) Employer shall not communicate the following to its employees in any form or fashion: (i) that Bank provides services other than those set forth in the Custodial Agreement (as defined below) and other HSA Service Documentation; (ii) that Bank is responsible for funding the HSAs; or (iii) that Bank has any involvement whatsoever with the High Deductible Health Plan ("HDHP") sponsored and maintained by Employer. "Custodial Agreement" means the agreement between Bank and an HSA Account Holder that establishes the rights and obligations of Bank and the HSA Account Holder with regard to HSAs established by the HSA Account Holder with Bank, and includes any other documents incorporated into and made a part of the Custodial Agreement by reference.

### III. HSA Services

Bank shall undertake certain actions with regard to the HSAs for Employer as set forth below:

(a) Bank will provide Employer's eligible employees with access to Bank's HSA custodial services once an employee applies for an HSA with Bank and Bank has approved such employee for an HSA. Bank has sole discretion to approve an employee's application for an HSA with Bank. If approved by Bank, Bank will provide custodial services to HSA Account Holders in accordance with the Custodial Agreement and any other HSA-related account documents. Employer further understands that Bank will only offer such custodial services to an eligible employee whose application has been approved by Bank in accordance with its internal policies and procedures and for which the applicable fees ("Custodial Fees") have been paid. Nothing in this Agreement prohibits the Employer from paying such Custodial Fees on the HSA Account Holder's behalf.

(b) Bank will implement procedures permitting the HSA to be funded by HSA Account Holders and Employer. Except as expressly set forth in this Agreement, Bank shall have no responsibility with respect to contributions paid to the HSA, other than to receive

the contributions paid or transferred to Bank and allocate them in accordance with clear instructions received from the Employer or other contributor or transferor. Bank has no obligation to ensure that contributions to an HSA Account Holder's HSA do not exceed the maximum annual contribution limit applicable to such an HSA Account Holder. Bank shall have no obligation to take armative actions to collect monies paid as contributions, such as, by way of example and not limitation, to pursue a check from an HSA Account Holder or other payor that does not clear. In the event that Bank receives contributions from or on behalf of an individual who fails to submit an executed HSA application within a period to be established by Bank, Bank shall refund such contribution to the employee or as Bank otherwise deems appropriate within its sole discretion. To the extent that the instructions provided to Bank with respect to contributions are not clear to Bank, Bank may take reasonable steps to resolve such ambiguity(ies). Bank reserves the right to take such acts in its discretion it deems appropriate with respect to such contributions, including, disgorgement, when it is unable to promptly obtain information sufficient to clarify the ambiguity(ies).

(c) Bank shall have sole discretion to determine whether and under what circumstances to open or close an HSA and accept contributions and transfers of rollover contributions to, or distributions from, an HSA. Bank shall retain sole authority and discretion with respect to whether to place reasonable restrictions on the HSA.

(d) Bank shall be entitled to rely on any instructions provided to it from HSA Account Holders, Employer or any duly authorized third party retained or acting on behalf or for the benefit of any of them and shall have no obligation to test or otherwise verify or confirm the accuracy or completeness thereof, and shall have no responsibility for any actions or inactions taken in accordance with any such instructions received by Bank.

(e) Bank and Employer shall perform their respective tasks as set forth in Exhibit B to this Service Appendix.

(f) The Custodial Agreement is a separate agreement to which Employer is not a party and is solely between Bank and the HSA Account holder. Such agreement does not give Employer any additional rights or obligations. Except as expressly provided herein, or in individual HSA Custodial Agreements entered into with HSA Account Holders, Bank shall have no duty or responsibility with regard to Employer or HSA Account Holders.

(g) Bank is under no obligation to confirm or verify that HSA Account Holders are eligible to establish HSAs in accordance with the requirements of Code Section 223. "Code" means the Internal Revenue Code, and the regulations issued thereunder as amended from time to time.

### IV. HDHPs

Employer shall offer a qualifying HDHP, as defined in Code Section 223, during the Term of this Service Appendix. Bank is under no obligation to confirm or verify that such HDHP satisfies the requirements of Code Section 223. Nothing herein shall cause the Bank to be responsible for benefit claims and eligibility determinations with respect to any HDHP sponsored by Employer.



**V. ERISA**

Employer agrees to take all reasonable steps to avoid application of ERISA to the HSAs that Employer's employees establish with Bank. Employer understands and acknowledges that Bank is not responsible for any aspect of ERISA's participation, vesting, funding, reporting, disclosure, fiduciary requirements or any other obligation that might apply to the extent that such HSAs are deemed to be subject to ERISA. Bank may terminate this Service Appendix upon written notice and without penalty as of the date that it determines, in its sole discretion, such HSAs may be subject to ERISA. Alternatively, Bank may, in its sole discretion, choose to continue to provide HSA Services to Employer subject to an additional fee.

**VI. Distributions and Access to HSA Funds**

Bank shall provide HSA Account Holders with reasonable access to HSA funds in accordance with the Service Documentation. Bank is under no obligation to ensure that distributions from a HSA Account Holder's HSA are for qualified medical expenses (as defined in Code Section 223). Bank is not responsible for funding reimbursement for any expenses attempted to be paid or reimbursed through the HSA.

**VII. HSA Termination and Suspension**

Bank may terminate or suspend any HSA in accordance with the terms of the Custodial Agreement, Cardholder Agreement, HSA Investments terms and conditions and such other account documents as may be provided from time-to-time.

**VIII. Information to be Provided by Employer**

To the extent permitted by applicable State and Federal privacy laws, Employer shall deliver to Bank all information that Bank deems necessary to perform HSA Services. Employer will deliver such information to Bank in the time and manner determined by Bank. Employer represents and warrants that it will obtain from eligible employees all consents and authorizations required under applicable law as necessary to disclose to Bank such information. Bank has no obligation to verify or confirm that such consents or authorizations have been obtained.

**IX. HSA Cards**

Bank shall issue Cards to HSA Account Holders. Use of such Cards by HSA Account holders will be subject to the Custodial Agreement and the Cardholder Agreement and such other documents as may accompany the Card. The "Cardholder Agreement" is a separate agreement between the Cardholder and Bank to which the Employer is not a Party.

**X. Online Tools**

Bank will provide Employer and HSA Account Holders with online HSA management tools.

**XI. HSA Investments**

- (a) Bank may, in its sole discretion, make available to HSA Account Holders one or more investment opportunities offered in conjunction with the HSA ("HSA Investments").
- (b) HSA Investments are made available to HSA Account Holders in accordance with the terms and conditions applicable to the HSA Investments and the Custodial Agreement.
- (c) Employer understands and acknowledges that the Bank will only make such HSA Investments available to an HSA Account Holder to the extent that such individual satisfies the eligibility criteria for making HSA Investments established by the Bank, in its sole discretion.
- (d) Employer understands and acknowledges the following with respect to the HSA Investments offered to HSA Account Holders:
  - (i) Bank has engaged the services of a registered investment advisory who recommends a variety of mutual funds managed by JPMorgan Institutional Investments, Inc. for acceptance by Bank. JPMorgan Institutional Investments, Inc. is an affiliate of Bank. The registered advisory recommends such mutual funds to Bank in accordance with an established investment policy. The funds may change from time to time in accordance with a recommendation from the investment advisory and acceptance by Bank.
  - (ii) Bank is under no obligation to and will not substitute, replace or delete any mutual funds offered through the HSA at the request of Employer.
  - (iii) Each HSA Account Holder has sole discretion whether to invest in one or more of the funds offered through the HSA Investments program.
  - (iv) Neither Bank nor its registered investment advisor will provide any investment advice to the HSA Account Holder and neither have any obligation to Employer or to the HSA Account Holder to review or monitor the HSA Account Holder's investment choices. Neither the Bank nor its registered investment advisor shall have liability or responsibility for the HSA Account Holder's investment decisions.

**XII. Lines of Credit**

Bank may, in its sole discretion, make available to HSA Account Holders the opportunity to apply for a line of credit in conjunction with his/her HSA through Bank's affiliate Chase Bank USA, N.A. ("Chase Bank"). Lines of credit, if any, will be provided by Chase Bank and not by Bank. Chase Bank has sole discretion to approve a HSA Account Holder's application for a line of credit. If approved by Chase Bank, the line of credit will be provided in accordance with separate line of credit agreement between the HSA Account Holder and Chase Bank.

# Health Savings Account Services Appendix

## EXHIBIT A – SCHEDULE OF FEES FOR EMPLOYEES

The following fees apply to Employees HSAs. Such fees shall be paid in accordance with the terms of the Custodial Agreement unless otherwise noted.

**NOTE TO EMPLOYERS:** This sample fee schedule assumes the Employer is paying fees listed in Section 2. If you elect to have employees pay monthly maintenance (\$3.50) and paper application fees (\$20), they will be presented a fee schedule at the time of account enrollment with those fees listed accordingly.

### Standard Fees

Service	Fee
Monthly Account Maintenance	No Charge

### Optional Services

Service	Fee	Tips to Avoid Fees
<b>Account Statement Fees</b>		
Monthly Paper Account Statements	\$1.00	Access monthly statements online at no charge.
Copy of Monthly Paper Account Statement	\$1.00 per copy	Access monthly statements online at no charge.
Year End Summary Statement	\$1.00 per statement	Access year end summary statements online at no charge.
<b>Investment Fees</b>		
Monthly Investment Account Maintenance	No Charge	
Investment Account Trade - by Phone	\$10.00 per call	Make your trades online at no charge.
<b>Check and Online Bill Payment Fees</b>		
Checkbook Order (25 checks)	\$10.65	Use your HSA debit card or pay bills online.
Lost Checkbook	\$30.00 per occurrence	Keep your HSA checkbook in a safe place.
Stop Payment (Paper or Electronic)	\$20.00 per occurrence	You would incur this fee only if you request Chase to stop a payment on a check or electronic payment.
Copy of Check	\$10.00 per copy	Keep records of the checks written or payments made from your HSA.
Insufficient Funds – Checks	\$20.00 per occurrence	Check your balance online or at the ATM prior to withdrawing funds.
Insufficient Funds -- Online Payment	\$1.00 per occurrence	Ensure you have funds available in your HSA to cover your scheduled payments.
<b>Electronic Funds Transfer (EFT) Fees</b>		
Electronic Funds Transfer Failure	\$10.00 per transaction	Ensure your bank account has sufficient funds.

### Special Situation Fees

Service	Fee	Tips to Avoid Fees
Cash Advance (Teller-assisted withdrawal)	\$10.00 per occurrence	Use you HSA debit card at the point-of-sale, the ATM, or the Online Bill Payment service to pay for qualified expenses.
Returned Deposit Check	\$10.00 per deposit	Ensure your account has sufficient funds.
Manual Withdrawal	\$20.00 per occurrence	Use your HSA debit card, pay bills online or use the ATM.
Mistaken Distribution	\$20.00 per occurrence	Use your account for qualified expenses only.
Return of Excess Contribution	\$20.00 per occurrence	Contribute no more than the maximum annual limit as specied by the IRS.
Card Issuance Fee	First two cards are free additional are \$2.50 per card	Only request additional cards if necessary. Use your primary card for all transactions. Your program allows up to 4 cards per account.
Card Replacement	\$12.00 per card	Protect your debit card as you would cash, checks or credit cards.
Expedited Card Delivery	\$15.00 per card	Request standard mail delivery.
Foreign Currency Conversion	2.50% of transaction amount	

If an Employee leaves the Employer HSA program, they will be subject to a different set of monthly fees.  
For more information on these fees, contact the Client Service Unit at 877-290-9405.

## Health Savings Account Services Appendix

## EXHIBIT B – ROLES AND RESPONSIBILITIES

	EMPLOYER	BANK
Enrollment	<ul style="list-style-type: none"> <li>• Confirm employee identity via existing I-9 process</li> <li>• Provide employees with URL, verification code, and enrollment ID to access Chase HSA Online enrollment site</li> <li>• Notify J.P. Morgan to remove employees from the HSA program (e.g. terminations)</li> </ul>	<ul style="list-style-type: none"> <li>• Send employers soft copies of an enrollment kit including:               <ul style="list-style-type: none"> <li>- Introduction letter</li> <li>- Account application</li> <li>- Bank HSA agreements booklet</li> <li>- Fee and Rate Schedule</li> <li>- Frequently Asked Questions about HSA</li> </ul> </li> <li>• Accept enrollment data files from Employer</li> <li>• Perform a Customer Identification Process (CIP) verification and Office of Foreign Asset Control (OFAC) list check</li> <li>• Establish HSAs for participants that have completed these verifications</li> <li>• After receipt of complete enrollment information for employee, mail welcome kit and debit card</li> </ul>
HSA Contributions	<ul style="list-style-type: none"> <li>• Facilitate payroll deductions for HSA contributions for employees</li> <li>• Send employee and employer contributions to Bank:               <ul style="list-style-type: none"> <li>- Funds sent via ACH or check</li> <li>- If Employer utilizes bulk funding, it must send instructions for funding individual accounts in a file structure specified by JPMC</li> </ul> </li> <li>• Ensure that HSA contributions comply with applicable tax requirements (e.g., HSA comparability and/or cafeteria plan discrimination tests)</li> </ul>	<ul style="list-style-type: none"> <li>• Process ACH debit contributions and check and deposit ticket contributions from HSA Account Holders and credit account holders' accounts for these contributions</li> <li>• Process contributions received from Employer for "open" HSAs and credit individual accounts based on Employer's instructions</li> </ul>
HSA Withdrawals	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Process checks drawn on Bank received through the banking system</li> <li>• Authorize and settle debit card transactions</li> </ul>
Customer Service	<ul style="list-style-type: none"> <li>• Answer or refer questions about health plan coverage, claim submissions, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide toll free number with Live Call Center and Interactive Voice Response system to answer:               <ul style="list-style-type: none"> <li>- Enrollment questions</li> <li>- Balance inquiry questions</li> <li>- Transaction inquiry questions</li> <li>- Service requests</li> <li>- Investment-related questions</li> </ul> </li> <li>• Support Employer with dedicated HSA Help Desk</li> </ul>